

27, 1924, and transported from the State of Virginia into the State of Florida, and charging misbranding in violation of the food and drugs act.

Misbranding of the article was alleged in the label for the reason that the label bore the following statement regarding the said article or the ingredients or substances contained therein, "High Grade AA Meat Scraps Guaranteed Analysis Protein Min. 45%," which was false and misleading and deceived and misled the purchaser.

On August 2, 1924, the Norfolk Tallow Co., Portsmouth, Va., having appeared as claimant for the property and having admitted the allegations of the label, judgment of condemnation was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$800, in conformity with section 10 of the act, conditioned that it be relabeled so as to describe the said product accurately and correctly, and it was further ordered by the court that the claimant be permitted to remill the product so as to add sufficient protein to bring it up to 45 per cent protein.

W. M. JARDINE, *Secretary of Agriculture.*

12897. Misbranding of butter. U. S. v. 180 Pounds of Butter. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 18913. I. S. No. 20276-v. S. No. W-1539.)

On July 29, 1924, the United States attorney for the Western District of Washington, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a label praying the seizure and condemnation of 180 pounds of butter, remaining in the original unbroken packages at Seattle, Wash., alleging that the article had been delivered for shipment from the State of Washington into the Territory of Alaska, on or about July 29, 1924, by Turner & Pease Co., Inc., and charging misbranding in violation of the food and drugs act as amended. The article was labeled in part: (Wrapper) "Meadowbrook Fancy Creamery * * * Manufactured Exclusively By Turner & Pease Co. Seattle, Washington one Pound Net Weight."

Misbranding of the article was alleged in the label for the reason that it was food in package form, and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On August 27, 1924, Turner & Pease Co., Inc., Seattle, Wash., claimant, having admitted the allegations of the label and having consented to the entry of a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$200, in conformity with section 10 of the act, conditioned in part that it be repacked and relabeled under the supervision of this department.

W. M. JARDINE, *Secretary of Agriculture.*

12898. Misbranding of butter. U. S. v. Kosciusko Creamery, a Corporation. Plea of guilty. Fine, \$100. (F. & D. No. 17817. I. S. Nos. 6877-v, 6880-v.)

On April 7, 1924, the United States attorney for the Northern District of Mississippi, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Kosciusko Creamery, a corporation, Kosciusko, Miss., alleging shipment by said company, in violation of the food and drugs act as amended, in two consignments, namely, on or about June 19 and 23, 1923, respectively, from the State of Mississippi into the State of Louisiana, and charging misbranding in violation of the food and drugs act as amended. The article was labeled in part: "Kosciusko's Mississippi Prize Creamery Butter * * * Kosciusko Creamery, Kosciusko, Miss. * * * One Pound Net Weight."

Examination by the Bureau of Chemistry of this department of 78 cartons from one lot of the product and 50 cartons from the remaining lot showed that the average net weight of the said lots was 15.69 ounces and 15.33 ounces, respectively.

Misbranding of the article was alleged in the information for the reason that the statement, to wit, "One Pound Net Weight," borne on the packages containing the said article, was false and misleading, in that the said statement represented that each of said packages contained 1 pound net weight of butter, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that each of said packages contained 1 pound net weight of butter, whereas, in truth and in fact, each of said packages